

United States District Court
Southern District of Texas
FILED

FEB 15 2011

David J. Bradley, Clerk of Court

Stanley Sinclair Chapman
P.O. Box 1986
Spring, Texas 77383

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS - HOUSTON

H-11-0553

Stanley Sinclair Chapman,

Plaintiff,

vs.

Trans Union LLC, Experian Information Solutions,
Equifax Information Services LLC, CSC Credit Services,
First Premier Bank, Capital One Bank, Wells Fargo Bank,
MB Financial Services, American General Finance,
Specialized Loan Services, Zales/CBSD, National City
Bank, Prosper Marketplace Inc., Litton Loan Servicing,
PNC Bank, Credit Systems International Inc., The
Bureaus, Asset Acceptance, Northstar Location Services
LLC, RELS Credit

Defendant

Cause No: unassigned

COMPLAINT

Upon information and belief, and in good faith, Plaintiff, Stanley Sinclair Chapman, alleges as follows:

PRELIMINARY STATEMENT

1. Plaintiff brings this action for damages based upon Defendants' violation of the Fair Credit Reporting Act ("FCRA") 15 U.S.C. 1681 et seq. and the Federal Debt Collections Practices Act ("FDCPA"). Plaintiff seeks an award of statutory damages, actual damages, punitive damages, and costs.

JURISDICTION

2. The jurisdiction of this court is conferred by 15 U.S.C., 1681 (p) and 28 U.S.C. 1331. Venue lies in Harris County in the U.S. District Court, Southern District of Texas – Houston.

PARTIES

3. Plaintiff Stanley Sinclair Chapman, (hereinafter "I" or "Plaintiff") is a resident of Houston, Texas. Plaintiff is a "Consumer" as defined by FCRA 1681(a) of the FCRA.
4. Defendant Trans Union LLC (hereinafter "Trans Union") is both a "person" as defined by FCRA 1681 (a) and a "consumer reporting agency" as defined by FCRA 1681(f). Trans Union is authorized to do business in the State of Texas, with its principal place of business located at 555 West Adams, Chicago, Illinois 60661.
5. Defendant Experian Information Solutions (hereinafter "Experian") is both a "person" as defined by FCRA 1681 (a) and a "consumer reporting agency" as defined by FCRA 1681 (f). Experian is authorized to do business in the State of Texas, with its principal place of business located at 475 Anton Blvd., Costa Mesa, CA 92626.
6. Defendant Equifax Information Services LLC (hereinafter "Equifax Information Services") is both a "person" as defined by FCRA 1681 (a) and a "consumer reporting agency" as defined by FCRA 1681(f). Equifax Information Services is authorized to do business in the State of Texas, with its principal place of business located at 1550 Peachtree Street, NW Atlanta, Georgia 30309.
7. Defendant CSC Credit Services (hereinafter "CSC Credit Services") is both a "person" as defined by FCRA 1681 (a) and a "consumer reporting agency" as defined by FCRA 1681(f). CSC Credit Services is authorized to do business in the State of Texas, with its principal place of business located at 652 N. Sam Houston Parkway E. Houston, TX 77060
8. Upon information and belief, Defendant First Premier Bank is a "furnisher" of information as contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.
9. Upon information and belief, Defendant Capital One Bank is a "furnisher" of information as contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.
10. Upon information and belief, Defendant MB Financial Services is a "furnisher" of information as contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.
11. Upon information and belief, Defendant Specialized Loan Servicing is a "furnisher" of information as contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.

- 1 12. Upon information and belief, Defendant Zales/CBSD, is a "furnisher" of information as contemplated by
2 FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business furnishes information to one
3 or more consumer reporting agencies and financial institutions about consumer transactions or
4 experience with any consumer. Upon information and belief, Defendant Wells Fargo Bank is a
5 "furnisher" of information as contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary
6 course of business furnishes information to one or more consumer reporting agencies and financial
7 institutions about consumer transactions or experience with any consumer.
- 8 13. Upon information and belief, Defendant American General Finance, is a "furnisher" of information as
9 contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business furnishes
10 information to one or more consumer reporting agencies and financial institutions about consumer
11 transactions or experience with any consumer.
- 12 14. Upon information and belief, Defendant National City Bank, is a "furnisher" of information as
13 contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business furnishes
14 information to one or more consumer reporting agencies and financial institutions about consumer
15 transactions or experience with any consumer.
- 16 15. Upon information and belief, Defendant Prosper Marketplace Inc., is a "furnisher" of information as
17 contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business furnishes
18 information to one or more consumer reporting agencies and financial institutions about consumer
19 transactions or experience with any consumer.
- 20 16. Upon information and belief, Defendant Litton Loan Servicing, is a "furnisher" of information as
21 contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business furnishes
22 information to one or more consumer reporting agencies and financial institutions about consumer
23 transactions or experience with any consumer.
- 24 17. Upon information and belief, Defendant PNC Bank is a "furnisher" of information as contemplated by
25 FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business furnishes information to one
26 or more consumer reporting agencies and financial institutions about consumer transactions or
27 experience with any consumer.
- 28 18. Upon information and belief, Defendant Asset Acceptance, is a "furnisher" of information as
29 contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business furnishes
30 information to one or more consumer reporting agencies and financial institutions about consumer
31 transactions or experience with any consumer.
- 32 19. Upon information and belief, Defendant The Bureaus is a "furnisher" of information as contemplated by
FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business furnishes information to one
or more consumer reporting agencies and financial institutions about consumer transactions or
experience with any consumer.
20. Upon information and belief, Defendant Northstar Location Services LLC, is a "furnisher" of information
as contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business furnishes
information to one or more consumer reporting agencies and financial institutions about consumer
transactions or experience with any consumer.
21. Upon information and belief, Defendant Credit Systems International, is a "furnisher" of information as
contemplated by FCRA 1681s-2 (a) & (b), who regularly and in the ordinary course of business furnishes
information to one or more consumer reporting agencies and financial institutions about consumer
transactions or experience with any consumer.

FACTUAL ALLEGATIONS

22. On or about January 5, 2011, I received copies of my credit reports which showed erroneous and inaccurate data regarding my persons and financial and business transactions.
23. I have made numerous attempts to contact the above defendants to rectify and resolve my concerns to no avail.
24. Plaintiff has since been denied credit, and refinancing based on information obtained in consumer reports from Experian, Trans Union, Equifax Information Services and CSC Credit Services. All of which are reporting inaccurate, erroneous and adverse information regarding Plaintiff's credit worthiness and banking transactions.
25. As a direct result and proximate cause of Defendant(s)' continued reporting of erroneous, inaccurate, and adverse information to the credit reporting agencies, Plaintiff has suffered and continues to suffer damages including but not limited to humiliation, embarrassment, and loss of opportunity.

CAUSE OF ACTION

26. Plaintiff repeats, alleges, asserts/reasserts and incorporates by reference the foregoing paragraphs.
27. Trans Union continues to add, store, maintain, and disseminate personal credit information, in consumer reports it prepares and issues about Plaintiff which in part is inaccurate, false, erroneous, misleading and adverse despite notice from Plaintiff and subscribers that such information is inaccurate.
28. Trans Union continues to willfully, maliciously, and negligently violate FCRA 1681(e)(b), on multiple occasions.
29. As a result of Trans Unions actions, Plaintiff has been damaged.
30. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the costs of the action together with reasonable attorney's fees.
31. Trans Union failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise failed to comport with FCRA 1681i.
32. Trans Union; failed to adopt and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's consumer credit and other personal information as require by FCRA which it complied, used and manipulated in order to prepare consumer credit reports, credit scores, risk factors, denial codes and other economic and predictions data evaluations.
33. As a result of Trans Union's negligent failure to comply with the FCRA, it is liable to Plaintiff in the amount equal to sum of (1) actual damages sustained by Plaintiff as a result of said failure and (2) the costs of this action together with reasonable attorney's fees.
34. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum (1) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive damages as the court may allow, and

(3) in the case of any successful action to enforce any liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.

35. Experian continues to add, store, maintain, and disseminate personal credit information, in consumer reports it prepares and issues about Plaintiff which in part is inaccurate, false, erroneous, misleading and adverse despite notice from Plaintiff and subscribers that such information is inaccurate.
36. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the costs of the action together with reasonable attorney's fees.
37. Experian failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise failed to comport with FCRA 1681i.
38. Experian failed to adopt and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's consumer credit and other personal information as require by FCRA which it complied, used and manipulated in order to prepare consumer credit reports, credit scores, risk factors, denial codes and other economic and predictions data evaluations.
39. As a result of Experian's negligent failure to comply with the FCRA, it is liable to Plaintiff in the amount equal to sum of (1) actual damages sustained by Plaintiff as a result of said failure and (2) the costs of this action together with reasonable attorney's fees.
40. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum (1) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive damages as the court may allow, and (3) in the case of any successful action to enforce any liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.
41. Equifax Information Services Information Services continues to add, store, maintain, and disseminate personal credit information, in consumer reports it prepares and issues about Plaintiff which in part is inaccurate, false, erroneous, misleading and adverse despite notice from Plaintiff and subscribers that such information is inaccurate.
42. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the costs of the action together with reasonable attorney's fees.
43. Equifax Information Services Information Services failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise failed to comport with FCRA 1681i.
44. Equifax Information Services failed to adopt and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's consumer credit and other personal information as require by FCRA which it complied, used and manipulated in order to prepare consumer credit reports, credit scores, risk factors, denial codes and other economic and predictions data evaluations.
45. As a result of Equifax Information Services's negligent failure to comply with the FCRA, it is liable to Plaintiff in the amount equal to sum of (1) actual damages sustained by Plaintiff as a result of said failure and (2) the costs of this action together with reasonable attorney's fees.
46. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum (1) any actual damages sustained by the consumer as a result of the failure or damages of not less than

\$100.00 and not more than \$1,000.00 (2) such amount of punitive damages as the court may allow, and (3) in the case of any successful action to enforce any liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.

47. CSC Credit Services; continues to add, store, maintain, and disseminate personal credit information, in consumer reports it prepares and issues about Plaintiff which in part is inaccurate, false, erroneous, misleading and adverse despite notice from Plaintiff and subscribers that such information is inaccurate.
48. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the costs of the action together with reasonable attorney's fees.
49. CSC Credit Services failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise failed to comport with FCRA 1681i.
50. CSC Credit Services failed to adopt and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's consumer credit and other personal information as require by FCRA which it complied, used and manipulated in order to prepare consumer credit reports, credit scores, risk factors, denial codes and other economic and predictions data evaluations.
51. As a result of CSC's negligent failure to comply with the FCRA, it is liable to Plaintiff in the amount equal to sum of (1) actual damages sustained by Plaintiff as a result of said failure and (2) the costs of this action together with reasonable attorney's fees.
52. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum (1) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive damages as the court may allow, and (3) in the case of any successful action to enforce any liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.
53. RELS Credit; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).

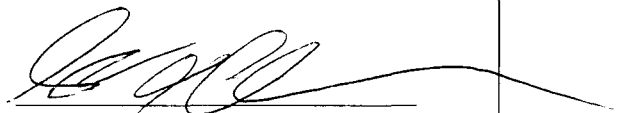
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that judgment be entered against Defendants for:

- a. Actual damages in an amount to be shown at trial;
- b. Statutory damages pursuant to FCRA 1681n;
- c. Punitive damages pursuant to FCRA 1681n;
- d. Temporary and permanent injunctive relief restraining Defendants from further reporting of inaccurate and erroneous adverse information regarding Plaintiff's consumer credit information;
- e. Costs and reasonable attorney's fees; and
- f. Such other relief as may be just and proper.



Stanley Sinclair Chapman

PO Box 1986
Spring Texas 77383
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